

FILED
8/4/21 3:33 pm
CLERK
U.S. BANKRUPTCY
COURT - WDPA

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE)	
)	
Laurie L. Dennis)	Case No. 19-20714 GLT
FKA Laurie L. Papuga,)	Chapter 13
<i>Debtor(s)</i>)	Related Docket No. 44
)	Hearing: August 18,
)	2021 at 1:30 p.m.
Laurie L. Dennis)	
FKA Laurie L. Papuga,)	
<i>Movant(s)</i>)	
)	
Vs.)	
)	
Quicken Loans, LLC,)	
Ronda J. Winnecour, Chapter 13 Trustee,)	
<i>Respondent(s)</i>)	

**MODIFIED ORDER CONFIRMING CHAPTER 13 SALE OF
PROPERTY FREE AND CLEAR OF LIENS**

AND NOW, this 4th day of August 2021, on consideration of the Debtors' Motion for Sale of Property Free and Clear of Liens to Angelica Singh, for \$350,000.00, after hearing held by Zoom Video Conference, this date, the Court finds:

(1) That service of the Notice of Hearing and Order setting hearing on said Motion for private sale of real property free and divested of liens of the above-named Respondent, was effected on the following secured creditors whose liens are recited in said Motion for Private sale, viz:

<u>DATE OF SERVICE</u>	<u>NAME OF LIENOR AND SECURITY</u>
July 15, 2021	Quicken Loans LLC 635 Woodward Avenue Detroit, MI 48226
July 15, 2021	Ronda J. Winnecour Chapter 13 Trustee, W.D., P.A. P.O. Box 84051 Chicago, IL 60689-4002

(2) That sufficient general notice of said hearing and sale, together with the confirmation hearing thereon, was given to the creditors and parties in interest by the moving party as shown by the certificate of serviced duly filed and that the named parties were duly served with the Motion.

(3) That said sale hearing was duly advertised on the Court's website pursuant to *W.PA LBR 6004-1(c)(2)* on July 15, 2021. Further advertisement was not necessary under *W. PA LBR 6004-2(a)*.

(4) The opportunity for a sale hearing was provided, but no objections to the sale were made which would result in the cancellation of said sale, and since the sale results in a 100% distribution to creditors, the Buyer's offer is deemed to be the highest and best offer received.

(5) That the price of \$350,000.00 offered by Angelica Singh was a full and fair price for the property in question.

(6) That the Sellers's real estate agent was appointed by Court Order.

(7) That the Buyer has acted in good faith with respect to the within sale in accordance with *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F2d.143 (*3d Cir. 1986).

Now therefore, **IT IS ORDERED, ADJUDGED AND DECREED**, that the sale by Special Warranty deed of the real property described as 10091 Bristol Court Wexford, PA 15090 in Allegheny County is hereby **CONFIRMED** to Angelica Singh for \$350,000.00 free and divested of the above recited liens and claims, and, that the Movant is authorized to make, execute and deliver to the Buyer above named the necessary deed and/or other documents required to transfer title to the property purchased upon compliance with the terms of sale;

IT IS FURTHER ORDERED, that the above recited liens and claims, be, and they hereby, are, transferred to the proceeds of sale, if and to the extent they may be determined to be valid liens against the sold property, that the within decreed sale shall be free, clear and divested of said liens and claims;


FURTHER ORDERED, that the following expenses/costs shall immediately be paid at the time of closing. ***Failure of the closing agent to timely make and forward the disbursements required by this Order will subject the closing agent to monetary sanctions***, including among other things, a fine or the imposition of damages, after notice and hearing, for failure to comply with the above terms of this Order. Except as to the distribution specifically authorized herein, all remaining funds shall be held by Counsel for Movant pending further Order of this Court after notice and hearing.

- (1) The following liens(s)/claim(s) and amounts; Quicken Loans in the approximate amount of \$160,000.00 ***It is the responsibility of the closing agent to obtain the exact pay-off amount for each lien holder prior to closing date. The loan will be paid in full at closing;***
- (2) Delinquent real estate taxes and municipal fees, if any;
- (3) Current real estate taxes, pro-rated to the date of closing;
- (4) Normal closing costs including title search, legal fees, revenue stamps, and any other normal and necessary closing costs;

- (5) The Court approved Realtor commission in the amount of \$21,000.00 plus \$500.00 is payable to Matthew Vogel and Coldwell Banker Real Estate Services;
- (6) The Court approved attorney fees in the amount of \$2,815.00 payable to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219;
- (7) The Court filing fee of \$188.00 payable to Steidl & Steinberg, P.C. 707 Grant Street, Gulf Tower-Suite 2830, Pittsburgh, PA 15219;
- (8) Chapter 13 Trustee "percentage fees" in the amount of \$TBD, payable to "Ronda J. Winnecour, Ch. 13 Trustee, P. O. Box 2587, Pittsburgh, PA 15230";
- (9) The Debtor's exemption pursuant to 11 U.S.C. §522(d)(1) in the amount \$23,675.00 payable to the Debtor, Laurie L. Dennis;
- (10) The "net proceeds" from the closing as identified on the HUD-1 to the Chapter 13 Trustee payable to "Ronda J. Winnecour, Ch. 13 Trustee, P. O. Box 84051, Chicago, IL 60689-4002";

FURTHER ORDERED that:

- (1) ***Within seven (7) days of the date of this Order***, the Movant/Plaintiff shall serve a copy of the within *Order* on each Respondents/Defendants (i.e., each party against whom relief is sought) and its attorney of record, if any, upon any attorney or party who answered the motion or appeared at the hearing, the attorney of the Debtors, the Closing Agent, the Buyers, and the attorney for the Buyers, if any, and file a certificate of service.
- (2) ***Closing shall occur within ninety (90) days of this Order.***
- (3) ***Within seven (7) days following closing***, the Movant/Plaintiff shall file a ***Report of Sale*** which shall include a copy of the HUD-1 or other Settlement Statement; and,
- (4) This *Sale Confirmation Order* survives any dismissal or conversion of the within case.



Honorable Gregory L. Taddonio
United States Bankruptcy Judge

In re:
Laurie L. Dennis
Debtor

Case No. 19-20714-GLT
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0315-2
Date Rcvd: Aug 04, 2021

User: culy
Form ID: pdf900

Page 1 of 2
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 06, 2021:

Recip ID	Recipient Name and Address
db	#+ Laurie L. Dennis, 10091 Bristol Court, Wexford, PA 15090-9503
r	+ Coldwell Banker Real Estate Services, 9600 Perry Highway, Pittsburgh, PA 15237-5552
r	+ Matthew Vogel, Coldwell Banker Real Estate Services, 9600 Perry Highway, Pittsburgh, PA 15237-5552

TOTAL: 3

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 06, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 4, 2021 at the address(es) listed below:

Name	Email Address
Brian Nicholas	on behalf of Creditor Quicken Loans Inc. bnicholas@kmlawgroup.com
Kenneth Steidl	on behalf of Debtor Laurie L. Dennis julie.steidl@steidl-steinberg.com ken.steidl@steidl-steinberg.com;ifriend@steidl-steinberg.com;asteidl@steidl-steinberg.com;todd@steidl-steinberg.com;cgoga@steidl-steinberg.com;rlager@steidl-steinberg.com;leslie.nebel@steidl-steinberg.com
Kenneth Steidl	on behalf of Plaintiff Laurie L. Dennis julie.steidl@steidl-steinberg.com ken.steidl@steidl-steinberg.com;ifriend@steidl-steinberg.com;asteidl@steidl-steinberg.com;todd@steidl-steinberg.com;cgoga@steidl-steinberg.com;rlager@steidl-steinberg.com;leslie.nebel@steidl-steinberg.com

District/off: 0315-2

User: culy

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Date Rcvd: Aug 04, 2021

Form ID: pdf900

Total Noticed: 3

Office of the United States Trustee

ustpregion03.pi.ecf@usdoj.gov

Ronda J. Winnecour

cmecf@chapter13trusteedpa.com

S. James Wallace

on behalf of Creditor Peoples Natural Gas Company LLC ecfpeoples@grblaw.com Equitablebankruptcy@peoples-gas.com

TOTAL: 6